

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>	§ § § § § § §	<b>Chapter 11</b>
<b>FIELDWOOD ENERGY III LLC, et al.,</b>		<b>Case No. 20-33948 (MI)</b>
<b>Post-Effective Date Debtors.<sup>1</sup></b>		

**AFFIDAVIT OF SERVICE**

I, Shunte Jones, depose and say that I am employed by Prime Clerk LLC (“*Prime Clerk*”), the claims, noticing, and solicitation agent for the Post-Effective Date Debtors in the above-captioned chapter 11 cases.

On September 21, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail on (MMLID: 12248015) Ambius, Rentokil North America, Attn: Bankruptcy Team, 1125 Berkshire Blvd, Suite 150., Reading, PA 19610

- FWE - Letter to Cure Recipients - Ambius, attached hereto as **Exhibit A**

On September 21, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail (MMLID: 12414619) HCL Mechanical Services, PO Box 284, Houston, TX 77001

- FWE - Letter to Cure Recipients - HCL Mechanical Services, attached hereto as **Exhibit B**

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<sup>1</sup> The Post-Effective Date Debtors, along with the last four digits of each Post-Effective Date Debtor’s federal tax identification number, as applicable, are: Fieldwood Energy III LLC (6778); Fieldwood Energy Offshore LLC (4494), Fieldwood Energy Inc. (4991), GOM Shelf LLC (8107), and FW GOM Pipeline, Inc. (8440). Fieldwood Energy III LLC, Fieldwood Energy Offshore LLC, and Fieldwood Energy Inc. are managed and operated by the Plan Administrator, whose primary mailing address is 16255 Ventura Blvd., Suite 440, Encino, CA, 91436, C/O of Province LLC. GOM Shelf LLC and FW GOM Pipeline, Inc. (collectively, the “Post-Effective Date FWE I Subsidiaries”) are managed and operated by Jon Graham, as sole manager of each Post-Effective Date FWE I Subsidiary. The Debtors in the other nine pending chapter 11 cases (which continue to be jointly administered with the cases of the Post-Effective Date Debtors), each of which have either been dissolved or merged into other entities as of the Effective Date, consist of the following: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422).

On September 21, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail (MMLID: 12409997) HGC Consulting, 36 Sunrise Way, Priddis, AB, T0L 1W0, Canada

- FWE - Letter to Cure Recipients - HGC Consulting, attached hereto as **Exhibit C**

On September 21, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail (MMLID: 11535931) Iron Mountain, 1 Federal St, 7th Fl, Boston, MA 02110

- FWE - Letter to Cure Recipients - Iron Mountain, attached hereto as **Exhibit D**

On September 21, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail (MMLID: 11533852) Jackson Electric Coop Inc, PO Box 1189, Edna, TX 77957-1189

- FWE - Letter to Cure Recipients - Jackson Electric, attached hereto as **Exhibit E**

On September 21, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail (MMLID: 11536776) San Leon Municipal Utility District, 443 24th Street, San Leon, TX 77539

- FWE - Letter to Cure Recipients - San Leon Muni Utility District, attached hereto as **Exhibit F**

On September 21, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail (MMLID: 11533830) Waste Connections Bayou, Inc, 310 Lexington Dr, District No 6187, Rayne, LA 70578-7540

- FWE - Letter to Cure Recipients - Waste Connections Bayou, attached hereto as **Exhibit G**

On September 21, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail (MMLID: 12138949) Waste Management, Inc, 1001 Fannin, Suite 4000, Houston, TX 77002

- FWE - Letter to Cure Recipients - Waste Management, attached hereto as **Exhibit H**

Dated: September 24, 2021

/s/ Shunte Jones  
Shunte Jones

State of New York  
County of New York

Subscribed and sworn (or affirmed) to me on September 24, 2021, by Shunte Jones, proved to me on the bases of satisfactory evidence to be the person who executed this affidavit.

/s/ JAMES A. MAPPLETHORPE  
Notary Public, State of New York  
No. 01MA6370846  
Qualified in New York County  
Commission Expires February 12, 2022

**Exhibit A**

# STROOCK

September 21, 2021

Gabriel Sasson  
Direct Dial: 212.806.5669  
Fax: 212.806.6006  
gsasson@stroock.com

Ambius  
Tara Conard  
Rentokil North America  
Attn: Bankruptcy Team  
1125 Berkshire Blvd, Suite 150  
Reading, PA, 19610

Re: In re Fieldwood Energy LLC, et al., No. 20-33948 (MI)

Dear Ms. Conard:

In connection with the confirmation of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 2008] (the “Plan”)<sup>1</sup> of the above-captioned Debtors, and pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”) entered by the Court on June 25, 2021, and the occurrence of the effective date on August 27, 2021 (the “Effective Date”), you are entitled to receive payment for the amount set forth in the *Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (the “Cure Notice”).

As specified in the Cure Notice, the amount due in order to “cure” all “defaults” under your applicable agreements, within the meaning of section 365(b) of the Bankruptcy Code (the “Cure Amount”), is \$3,494.77. Upon the occurrence of the Effective Date, entry of the Confirmation Order constituted approval of the contract assumptions and Cure Amounts specified in the Cure Notice.

The Plan Administrator intends to make distributions of the Cure Amounts in the coming days. By response to this letter, please (i) confirm that the Cure Amount set forth herein is correct, and (ii) provide payment information (either (a) wiring instructions, or (b) your mailing address for payment by check) for the Plan Administrator to disburse the Cure Amount to you. Responses and payment information should be sent to Josh Pupkin at AlixPartners ([jpupkin@alixpartners.com](mailto:jpupkin@alixpartners.com)) in order to process and initiate payment of the Cure Amount.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

Ambius  
September 21, 2021

Sincerely,

Gabriel Sasson

Cc David Dunn

**Exhibit B**

# STROOCK

September 21, 2021

Gabriel Sasson  
Direct Dial: 212.806.5669  
Fax: 212.806.6006  
gsasson@stroock.com

HCL Mechanical Services  
PO Box 284  
Houston, TX, 77001

Re: In re Fieldwood Energy LLC, et al., No. 20-33948 (MI)

To Whom it May Concern:

In connection with the confirmation of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 2008] (the “Plan”)<sup>1</sup> of the above-captioned Debtors, and pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”) entered by the Court on June 25, 2021, and the occurrence of the effective date on August 27, 2021 (the “Effective Date”), you are entitled to receive payment for the amount set forth in the *Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (the “Cure Notice”).

As specified in the Cure Notice, the amount due in order to “cure” all “defaults” under your applicable agreements, within the meaning of section 365(b) of the Bankruptcy Code (the “Cure Amount”), is \$2,559.04. Upon the occurrence of the Effective Date, entry of the Confirmation Order constituted approval of the contract assumptions and Cure Amounts specified in the Cure Notice.

The Plan Administrator intends to make distributions of the Cure Amounts in the coming days. By response to this letter, please (i) confirm that the Cure Amount set forth herein is correct, and (ii) provide payment information (either (a) wiring instructions, or (b) your mailing address for payment by check) for the Plan Administrator to disburse the Cure Amount to you. Responses and payment information should be sent to Josh Pupkin at AlixPartners ([jpupkin@alixpartners.com](mailto:jpupkin@alixpartners.com)) in order to process and initiate payment of the Cure Amount.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.



HCL Mechanical Services  
September 21, 2021

Sincerely,

Gabriel Sasson

Cc David Dunn

**Exhibit C**

# STROOCK

September 21, 2021

Gabriel Sasson  
Direct Dial: 212.806.5669  
Fax: 212.806.6006  
gsasson@stroock.com

HGC Consulting  
36 Sunrise Way  
Priddis, AB, T0L 1W0  
Canada

Re: In re Fieldwood Energy LLC, et al., No. 20-33948 (MI)

To Whom it May Concern:

In connection with the confirmation of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 2008] (the “Plan”)<sup>1</sup> of the above-captioned Debtors, and pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”) entered by the Court on June 25, 2021, and the occurrence of the effective date on August 27, 2021 (the “Effective Date”), you are entitled to receive payment for the amount set forth in the *Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (the “Cure Notice”).

As specified in the Cure Notice, the amount due in order to “cure” all “defaults” under your applicable agreements, within the meaning of section 365(b) of the Bankruptcy Code (the “Cure Amount”), is \$16,500. Upon the occurrence of the Effective Date, entry of the Confirmation Order constituted approval of the contract assumptions and Cure Amounts specified in the Cure Notice.

The Plan Administrator intends to make distributions of the Cure Amounts in the coming days. By response to this letter, please (i) confirm that the Cure Amount set forth herein is correct, and (ii) provide payment information (either (a) wiring instructions, or (b) your mailing address for payment by check) for the Plan Administrator to disburse the Cure Amount to you. Responses and payment information should be sent to Josh Pupkin at AlixPartners ([jpupkin@alixpartners.com](mailto:jpupkin@alixpartners.com)) in order to process and initiate payment of the Cure Amount.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

HGC Consulting  
September 21, 2021

Sincerely,

Gabriel Sasson

Cc David Dunn

**Exhibit D**

# STROOCK

September 21, 2021

Gabriel Sasson  
Direct Dial: 212.806.5669  
Fax: 212.806.6006  
gsasson@stroock.com

Iron Mountain  
1 Federal Street, 7th Floor  
Boston, MA, 02110

Re: In re Fieldwood Energy LLC, et al., No. 20-33948 (MI)

To Whom it May Concern:

In connection with the confirmation of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 2008] (the “Plan”)<sup>1</sup> of the above-captioned Debtors, and pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”) entered by the Court on June 25, 2021, and the occurrence of the effective date on August 27, 2021 (the “Effective Date”), you are entitled to receive payment for the amount set forth in the *Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (the “Cure Notice”).

As specified in the Cure Notice, the amount due in order to “cure” all “defaults” under your applicable agreements, within the meaning of section 365(b) of the Bankruptcy Code (the “Cure Amount”), is \$37,318.16. Upon the occurrence of the Effective Date, entry of the Confirmation Order constituted approval of the contract assumptions and Cure Amounts specified in the Cure Notice.

The Plan Administrator intends to make distributions of the Cure Amounts in the coming days. By response to this letter, please (i) confirm that the Cure Amount set forth herein is correct, and (ii) provide payment information (either (a) wiring instructions, or (b) your mailing address for payment by check) for the Plan Administrator to disburse the Cure Amount to you. Responses and payment information should be sent to Josh Pupkin at AlixPartners ([jpupkin@alixpartners.com](mailto:jpupkin@alixpartners.com)) in order to process and initiate payment of the Cure Amount.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

Iron Mountain  
September 21, 2021

Sincerely,

Gabriel Sasson

Cc David Dunn

**Exhibit E**



# STROOCK

September 21, 2021

Gabriel Sasson  
Direct Dial: 212.806.5669  
Fax: 212.806.6006  
gsasson@stroock.com

Jackson Electric Coop Inc.  
PO Box 1189  
Edna, TX, 77957

Re: In re Fieldwood Energy LLC, et al., No. 20-33948 (MI)

To Whom it May Concern:

In connection with the confirmation of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 2008] (the “Plan”)<sup>1</sup> of the above-captioned Debtors, and pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”) entered by the Court on June 25, 2021, and the occurrence of the effective date on August 27, 2021 (the “Effective Date”), you are entitled to receive payment for the amount set forth in the *Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (the “Cure Notice”).

As specified in the Cure Notice, the amount due in order to “cure” all “defaults” under your applicable agreements, within the meaning of section 365(b) of the Bankruptcy Code (the “Cure Amount”), is \$473.87. Upon the occurrence of the Effective Date, entry of the Confirmation Order constituted approval of the contract assumptions and Cure Amounts specified in the Cure Notice.

The Plan Administrator intends to make distributions of the Cure Amounts in the coming days. By response to this letter, please (i) confirm that the Cure Amount set forth herein is correct, and (ii) provide payment information (either (a) wiring instructions, or (b) your mailing address for payment by check) for the Plan Administrator to disburse the Cure Amount to you. Responses and payment information should be sent to Josh Pupkin at AlixPartners ([jpupkin@alixpartners.com](mailto:jpupkin@alixpartners.com)) in order to process and initiate payment of the Cure Amount.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

Jackson Electric Coop Inc.  
September 21, 2021

Sincerely,

Gabriel Sasson

Cc David Dunn

**Exhibit F**

# STROOCK

September 21, 2021

Gabriel Sasson  
Direct Dial: 212.806.5669  
Fax: 212.806.6006  
gsasson@stroock.com

San Leon Municipal Utility District  
443 24<sup>th</sup> Street  
San Leon, TX, 77539

Re: In re Fieldwood Energy LLC, et al., No. 20-33948 (MI)

To Whom it May Concern:

In connection with the confirmation of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 2008] (the “Plan”)<sup>1</sup> of the above-captioned Debtors, and pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”) entered by the Court on June 25, 2021, and the occurrence of the effective date on August 27, 2021 (the “Effective Date”), you are entitled to receive payment for the amount set forth in the *Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (the “Cure Notice”).

As specified in the Cure Notice, the amount due in order to “cure” all “defaults” under your applicable agreements, within the meaning of section 365(b) of the Bankruptcy Code (the “Cure Amount”), is \$597.80. Upon the occurrence of the Effective Date, entry of the Confirmation Order constituted approval of the contract assumptions and Cure Amounts specified in the Cure Notice.

The Plan Administrator intends to make distributions of the Cure Amounts in the coming days. By response to this letter, please (i) confirm that the Cure Amount set forth herein is correct, and (ii) provide payment information (either (a) wiring instructions, or (b) your mailing address for payment by check) for the Plan Administrator to disburse the Cure Amount to you. Responses and payment information should be sent to Josh Pupkin at AlixPartners ([jpupkin@alixpartners.com](mailto:jpupkin@alixpartners.com)) in order to process and initiate payment of the Cure Amount.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

San Leon Municipal Utility District  
September 21, 2021

Sincerely,

Gabriel Sasson

Cc David Dunn

**Exhibit G**

# STROOCK

September 21, 2021

Gabriel Sasson  
Direct Dial: 212.806.5669  
Fax: 212.806.6006  
gsasson@stroock.com

Waste Connections Bayou, Inc.  
310 Lexington Drive, District No. 6187  
Rayne, LA, 70578

Re: In re Fieldwood Energy LLC, et al., No. 20-33948 (MI)

To Whom it May Concern:

In connection with the confirmation of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 2008] (the “Plan”)<sup>1</sup> of the above-captioned Debtors, and pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”) entered by the Court on June 25, 2021, and the occurrence of the effective date on August 27, 2021 (the “Effective Date”), you are entitled to receive payment for the amount set forth in the *Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (the “Cure Notice”).

As specified in the Cure Notice, the amount due in order to “cure” all “defaults” under your applicable agreements, within the meaning of section 365(b) of the Bankruptcy Code (the “Cure Amount”), is \$27.33. Upon the occurrence of the Effective Date, entry of the Confirmation Order constituted approval of the contract assumptions and Cure Amounts specified in the Cure Notice.

The Plan Administrator intends to make distributions of the Cure Amounts in the coming days. By response to this letter, please (i) confirm that the Cure Amount set forth herein is correct, and (ii) provide payment information (either (a) wiring instructions, or (b) your mailing address for payment by check) for the Plan Administrator to disburse the Cure Amount to you. Responses and payment information should be sent to Josh Pupkin at AlixPartners ([jpupkin@alixpartners.com](mailto:jpupkin@alixpartners.com)) in order to process and initiate payment of the Cure Amount.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

Waste Connections Bayou, Inc.  
September 21, 2021

Sincerely,

Gabriel Sasson

Cc David Dunn



**Exhibit H**

# STROOCK

September 21, 2021

Gabriel Sasson  
Direct Dial: 212.806.5669  
Fax: 212.806.6006  
gsasson@stroock.com

Waste Management, Inc.  
1001 Fannin, Suite 4000  
Houston, TX, 77002

Re: In re Fieldwood Energy LLC, et al., No. 20-33948 (MI)

To Whom it May Concern:

In connection with the confirmation of the *Modified Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 2008] (the “Plan”)<sup>1</sup> of the above-captioned Debtors, and pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”) entered by the Court on June 25, 2021, and the occurrence of the effective date on August 27, 2021 (the “Effective Date”), you are entitled to receive payment for the amount set forth in the *Amended Schedule of Assumed Contracts and Cure Amounts* [Docket No. 1456] (the “Cure Notice”).

As specified in the Cure Notice, the amount due in order to “cure” all “defaults” under your applicable agreements, within the meaning of section 365(b) of the Bankruptcy Code (the “Cure Amount”), is \$1,433.59. Upon the occurrence of the Effective Date, entry of the Confirmation Order constituted approval of the contract assumptions and Cure Amounts specified in the Cure Notice.

The Plan Administrator intends to make distributions of the Cure Amounts in the coming days. By response to this letter, please (i) confirm that the Cure Amount set forth herein is correct, and (ii) provide payment information (either (a) wiring instructions, or (b) your mailing address for payment by check) for the Plan Administrator to disburse the Cure Amount to you. Responses and payment information should be sent to Josh Pupkin at AlixPartners ([jpupkin@alixpartners.com](mailto:jpupkin@alixpartners.com)) in order to process and initiate payment of the Cure Amount.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

Waste Management, Inc.  
September 21, 2021

Sincerely,

Gabriel Sasson

Cc David Dunn